

Σ 466, P. 12

In the case of Lessee:

Landrum Enterprises, Inc.
1905 West Loop
P. O. Box 1269
El Campo, Texas 77437-1269
Attention: J.H. Landrum

Either party hereto may designate by the prescribed written notice to the other a different address with respect to notices to be furnished to such party.

If notice is effected by personal delivery hereunder, the date and hour at which such delivery was effected shall fix the time of giving of notice. In the event notice is effected by registered or certified United States mail hereunder, the date and hour that the envelope (properly addressed, sealed and with postage prepaid) containing such notice is deposited with a registry clerk of any United States Post Office in the State of Texas shall fix the time of giving of notice.

XIX.

Upon the expiration of the term of this Lease, Lessee shall be obligated to remove from the Leased Premises the Additional Property and all other fixtures and personal property of Lessee erected on the Leased Premises and surrender the Leased Premises to Lessor in reasonably good condition (ordinary wear and tear and damage caused by casualty or due to Lessor's failure to make repairs excepted) unless an Event of Default exists hereunder at such time. If an Event of Default then exists, Lessee shall remove the Additional Property and, at Lessor's option shall either remove all other fixtures and personal property of Lessee from the Leased Premises, or shall allow all of such other fixtures and personal property that are subject to Lessor's landlord liens to remain on the Leased Premises to be dealt with by Lessor in accordance with applicable law.

XX.

If any provision of this Lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Lease, but such other provisions shall continue in full force and effect.

XXI.

Lessee shall not assign the Lease except under the following conditions:

A. Delivery of written notice to Lessor of the proposed assignment at least thirty (30) days prior to the proposed date thereof, together with the name, address and complete financial statement of the proposed assignee;

B. The express written assumption by the assignee of the obligations of Lessee herein (but such assumption shall not release Lessee of such obligations);

C. No Event of Default shall exist hereunder, either at the time of delivery of the written notice to Lessor or on the date of the assignment.

Notwithstanding the foregoing, the Lessee shall not be prohibited from subleasing the Leased Premises to any third party or assigning the Lease to the purchaser of the assets of Lessee with respect to the radio broadcast station to be operated by Lessee at the Leased Premises.

XXII.

Lessee shall pay for electricity service to the Building and the Additional Property directly to the supplier thereof.

XXIII.

(a) Lessee shall be responsible for its portion of all taxes attributable to the Additional Property and fixtures and other personal property owned by Lessee now or hereafter located on the Leased Premises. Lessor shall be responsible for its portion of all taxes attributable to the Land, the Building, and all other improvements owned by Lessor now or hereafter located on the Land.

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(b) Lessor shall promptly pay all ad valorem taxes and any special assessments on the Land, the Building and all other improvements owned by Lessor located on the Land and shall deliver to Lessee copies of paid receipts prior to delinquency thereof. Should Lessor fail to pay such taxes or special assessments prior to delinquency, Lessee may, at his option, pay such taxes or special assessments and Lessor shall thereupon be obligated to reimburse Lessee within thirty (30) days from written demand for the amount thereof. Lessor shall be in default hereof in the event it fails to reimburse Lessee as provided above, or fails to deliver to Lessee paid receipts for all taxes and any special assessments within thirty (30) days after written demand therefor, or fails to pay all taxes and any special assessments and to deliver to Lessee paid receipts therefor prior to the date of delinquency thereof on two (2) or more occasions during the term hereof.

(c) Lessee shall either (i) reimburse to Lessor any portion of Lessor's ad valorem taxes or special assessments attributable to the Additional Property or any fixtures or personal property owned by Lessee now or hereafter located at the Leased Premises within thirty (30) days following receipt of invoice therefor, or (ii) if such items are separately assessed, Lessee shall pay such amounts directly to the appropriate taxing authority prior to delinquency.

XXIV.

Provided that Lessee is not then in default under the terms of this Lease either at the time of exercise or at the Cancellation Date (as defined below), Lessee shall have the right, at its sole option, to terminate this Lease, such termination to be effective as of the last day of any month, upon not less than sixty (60) days prior written notice to Lessor specifying the effective date of cancellation (the "Cancellation Date"). Lessee's exercise of this cancellation option shall be irrevocable upon delivery of the notice thereof to Lessor, and Lessee shall be obligated to surrender possession of the

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Leased Premises to Lessor on or before the Cancellation Date in accordance with Article XIX of the Lease, ordinary wear and tear excepted.

XXV.

Provided that Lessee is not in default in the performance of its covenants under this Lease, either at the time of exercise or at the time the extended term commences Lessee is hereby granted the option to renew the term of this Lease for three periods of five (5) additional years each (the "Renewal Terms") to commence at the expiration of the initial term of this Lease or the previous Renewal Term, as applicable. Each renewal shall be upon the same terms and conditions of the Lease except that base rental payable by Lessee during each Renewal Term shall be equal to the base rental rate(s) paid by Lessor under the Ground Lease (as defined below) for each such period.

XXVI.

By instrument of even date herewith, Lessor has assumed the obligations of Lessee as lessee under that certain Lease Agreement dated August 22, 1988 (the "Ground Lease") by and between Cathryn Long Clark, Independent Executrix of the Estate of John G. Long, Deceased, and James M. Allen, Independent Administrator of the Estate of Mary Adams Long, Deceased, as lessor, and North Star Communications, Inc, as lessee, lessee's interest thereunder being assigned to Lessee by instrument dated December 22, 1994 and lessor's interest thereunder being subsequently assigned to J.F. Long and Cathryn L. Clark, a Texas Partnership ("Ground Lessor"). Lessor agrees to send copies of all notices to it from the Ground Lessor thereunder to Lessee promptly upon receipt thereof. Lessor acknowledges and agrees that following the expiration of any applicable cure periods, and upon notice to Lessor, Lessee can elect to cure any defaults of Lessor under the Ground Lease on Lessor's behalf. Any sums so expended by Lessee in order to cure such default(s) by Lessor shall be reimbursed to Lessee within ten (10) days following receipt by Lessor of an invoice reasonably detailing such amounts. Failure by

Exh 6, P. 15

Lessor to remit reimbursement to Lessee within such ten (10) day period shall entitle Lessee to deduct such amounts from future rental payments to Lessor.

EXECUTED effective as of the date first written above.

LESSOR:

CHAMELEON RADIO CORPORATION

By: 

Name: Don W. Hester

Title: PRESIDENT

LESSEE:

LANDRUM ENTERPRISES, INC.

By: 

Name: J.H. Landrum

Title: PRESIDENT

Exhibit A

Exhibit A, P. 16

LEASEHOLD ESTATE IN 23.04 acres, more or less, in and a part of the John Duncan Survey #3, Abstract 130, the M. O'Connell Survey, Abstract 476, the I. & G.N.R.R. Co. Survey #3, Block 3, Abstract 339, the I. & G.N.R.R. Co. Survey #2, Block 3, Abstract 275, Matagorda County, Texas, and is a portion of Lots 6 & 7 of the Morton's Bush's Bayou Subdivision, as recorded in Volume 33, Page 143, Deed Records, Matagorda County, Texas, and is a portion of a ceded 331.32 acre tract of land, described by deed dated March 31, 1944, and recorded in Volume 154, Page 167, Deed Records Matagorda County, Texas. Said 23.04 acres of land is more particularly described by notes and bounds as follows:

BEGINNING at a 3/8 inch iron rod set in the Southeasterly right-of-way line of Texas State Highway #33, a 110 foot wide highway right-of-way, for the Northwesternly corner of this tract herein described. Said iron rod bears N 37° 26' E 723.86 feet from the Westerly corner of the aforesaid Lot 7;

THENCE, N 37° 26' E, continuing along the Southeasterly right-of-way line of Highway #33 for a distance of 300.00 feet to a 3/8 inch iron rod set for the North corner of this tract herein described;

THENCE, S 32° 46' 36" E, for a distance of 302.00 feet to a 3/8 inch iron rod set for an interior corner of this tract herein described;

THENCE, N 37° 26' E, for a distance of 61.78 feet to a 3/8 inch iron rod set for a corner of this tract herein described;

THENCE, S 32° 46' 36" E, for a distance of 1212.03 feet to a 3/8 inch iron rod set for the Easternmost corner of this tract herein described;

THENCE, S 37° 26' W, for a distance of 749.69 feet to a 3/8 inch iron rod set for the Southernmost corner of this tract herein described;

THENCE, N 32° 46' 36" W, for a distance of 913.74 feet to a 3/8 inch iron rod set for a corner of this tract herein described;

THENCE, N 37° 13' 24" E, for a distance of 187.91 feet to a 3/8 inch iron rod set for an interior corner of this tract herein described;

THENCE, N 36° 00' 00" E, passing a new corner set on the line at 298.00 feet and continuing for a total distance of 680.00 feet to the PLACE OF BEGINNING, containing within these notes and bounds 23.04 acres, more or less, in and a part of Lots 6 & 7, Morton's Bush's Bayou Subdivision, John Duncan Survey #3, Abstract 130, M. O'Connell Survey, Abstract 476, I. & G.N.R.R. Co. Survey #3, Block 3, Abstract 339, and I. & G.N.R.R. Co. Survey #2, Block 3, Abstract 275, Matagorda County, Texas.

NOTE: THIS SURVEY WAS MADE WITHOUT THE AID OF A TITLE SEARCH OR TITLE REPORT.

The foregoing PROPERTY DESCRIPTION was prepared from an actual on the ground survey made under my direction and supervision in July 1995, and is true and correct to the best of my knowledge and belief.

[Signature]
 Marvin J. Jank
 Registered Public Surveyor
 STATE OF TEXAS
 2817

LEASE AGREEMENT AND OPTION TO PURCHASE

**STATE OF TEXAS
COUNTY OF HARRIS**

This Lease agreement and option to purchase is made this 20 day of April, 1995 by and between Dacus Land and Cattle Co. formerly Dacus Investment Co., both being Texas corporations with offices located at 2943 Robinson Road Missouri City, Texas 77459 represented by corporate officer Dale Dacus, hereinafter referred to as Seller, and Chameleon Radio Corporation, a Texas corporation with offices located at 10865 Rockley Road, Houston, Texas 77099, represented by its board chairperson, Jo Nell Werlinger, herein referred to as Buyer.

1. WITNESSETH

Buyer agrees to Lease approximately 9.01 acres of land on the Riceville School Road (fully described in exhibit A) for a period of one year and then purchase same from Seller for Two Hundred Thousand (\$200,000.00) under the following terms and conditions

(A) Upon the signing of this agreement, Buyer will pay Seller Five Thousand Dollars (\$5,000.00) as non refundable escrow.

(B) Beginning May 25th 1995, Buyer will pay Seller a monthly rental fee of Seven Hundred Fifty Dollars (\$750.00) per month for the first year only.

*Corporate Information & Copy
of owner policy Attached.*

(C) On May 25, 1996 Buyer will pay Seller Fifteen Thousand Dollars (\$15,000.00) and sign a promissory note for One Hundred Eighty Thousand Dollars (\$180,000.00) amortized over 10 years at 8.5 % interest for a total of Two Thousand Two Hundred Thirty Two Dollars (\$2,232.00) per month. The first payment will be due and payable on June 25, 1996 and on the 25th day of each month thereafter until paid in full.

(D) For no additional consideration, Seller and Buyer agree that during construction, Seller shall be permitted ingress and egress over the property as necessary for the purpose of inspection.

(E) Following the completion of construction and installation, Buyer shall construct a gate at the entrance to the property and said gate shall be locked when Buyer is not on the premises. Further, Buyer shall keep gate locked at all times except when entering and leaving the premises. However, Seller will have access to property by appointment during the first year for the purpose of inspection.

2. BUYER'S COVENANTS

Buyer Agrees:

(A) To pay the aforementioned sums at the times and in the manner aforesaid.

(B) To pay all taxes which shall be assessed and levied upon the property as they shall fall due.

(C) To insure and keep insured the towers and other personal property against hazard in such amounts as will hold Seller harmless. Such liability policy or policies shall be in the amount of One Million Dollars (1,000,000.00) and shall be written by one or more good and responsible insurance companies licensed to do business in the State of Texas. Each policy shall be non-cancellable for any cause without first giving Seller ten (10) days' prior written notice. All such policies shall be issued in the name of Buyer and Seller. A copy of each such policy or a certificate of the insurance shall be delivered to Seller by Buyer. If Buyer should fail to comply with the foregoing requirements relating to insurance, Seller may, but shall not be obligated to, obtain such insurance and Buyer shall pay Seller on demand an additional amount hereunder equal to the premium cost thereof, plus interest at the rate of fifteen percent (15 %) per annum from the date of payment of such premium by Seller until repaid by Buyer.

(D) To save harmless and indemnify the Seller from and against all loss, liability, or expense that may accrue against Buyer by reason of any accident with or on the towers and all other personal property installed on the premises. This indemnification includes any damage, neglect, or misadventure arising from or in any way growing out of the use, misuse, or abuse of the premises.

(E) To suffer no unlawful, improper, or offensive use of the premises, or use or occupy the premises contrary to any law of the State of Texas or act in a way which shall be injurious to any person or property.

(F) That Seller, at all times, during the first year of this agreement, may enter the premises upon appointment for the purpose of inspection to verify the installation of fences at the base of each tower, fences surrounding the transmitter building, and fences surrounding the areas where the guywires of each tower are affixed to the ground so that neither unauthorized persons nor livestock shall have access to same. Buyer shall, at its sole expense, install these safeguards to properly secure the premises from unauthorized access.

(G) That no later than May 25, 1996, Buyer will pay Seller the remaining Fifteen Thousand Dollars down payment or peaceably remove all erections and additions made upon the premises, and leave said premises in good repair in all respects.

(H) That all property of any kind which may be placed or installed on the premises during the duration of this agreement shall be at the sole risk of Buyer, and Seller shall not be liable to Buyer or any other person or entity for any injury, loss, or damage to property or to any person on the premises.

3. LESSOR'S COVENANT FOR QUIET ENJOYMENT

Seller agrees to allow Buyer to peaceably hold and enjoy the premises during the term of this agreement. Further, Seller agrees:

(1) That during the term of this agreement, no one shall be permitted to plow, till, turn or in any way disturb the sod which may cause harm the radio station.

(2) That as of the date of this agreement, Seller is the sole and rightful owner of the premises, and no other person or entity has any lawful claim to the premises which could be mutually exclusive with this Agreement.

4. SELLER'S LIEN

Seller shall have a lien as security for payments and other covenants of Buyer herein on all goods, wares, chattels, fixtures, equipment and other personal property placed upon the Demised premises, provided, however, that such lien shall be in addition to and cumulative of any statutory or constitutional lien to which Seller may be entitled, and provided, further, that Seller's contractual and statutory lien on such personal property and fixtures of Buyer shall be subordinate to the lien of any recorded purchase money mortgages existing upon the Demised Premises, but subordinate only to the extent of the indebtedness secured by such purchase money mortgages in existence at

the time such personal property and fixtures are placed or installed upon the Demised Premises.

5. TAKING BY EMINENT DOMAIN

In case the whole or a substantial part of the premises shall be taken by the State or other public authority for any public use, Buyer shall share with Seller any claim or award to be made for damages for such "taking" for public use consistent with Buyer remaining indebtedness to seller, and such "taking" shall not be deemed a breach of this agreement by either party.

6. OPTION

Providing it shall in no way be in default of any provision of this agreement at the time, Buyer shall have the option to complete the purchase of the premises for Two Hundred Thousand Dollars (\$ 200,000.00) on or before the expiration of the first year of this agreement by notifying the Seller in writing, by certified mail, return receipt requested, of its election to do so. Said notice, in order to be valid, shall be provided to Seller not less than thirty (30) days prior to the expiration of the first year of this agreement. Upon notice, a closing date will be established not later than 10 days following receipt of said notification. Seller agrees that Buyer shall be entitled to an adjustment in the first year rental fee if closing occurs before the end of the first year.

7. TERMINATION DUE TO FCC ORDER

If for any reason, the Federal Communications Commission (FCC) authorization for use of the premises shall be revoked during the first year, or if the Buyer shall be ordered by the FCC to relocate its transmitter during the first year, this agreement shall be automatically terminated, and within the time designated by the FCC, Buyer shall remove from the property the equipment and the towers in accordance with Buyers Covenants above.

8. NOTICES

Any notice, request, instruction, or other communication required or permitted hereunder shall be deemed to be properly given when hand delivered, or when mailed via US Mail, return receipt requested, or when delivered by any recognized overnight carrier, and addressed:

If to Seller:

Dacus Land and Cattle Co.
Formerly Dacus Investment Inc.
2943 Robinson Road
Missouri City, Tx 77459

If to Buyer: Jo Nell Werlinger, Board Chair
Chameleon Radio Corporation
10865 Rockley Road
Houston, Tx 77099

The address of either party may be changed upon written notice to the other party.

9. **COMMISSION**

Seller hereby acknowledges that Tom Carter, as Broker has negotiated this " Lease with an Option to Purchase " and Seller agrees to pay Broker in Harris / Ft. Bend County, Texas, a commission equal to Six percent (6%) of the total sales price. Commission to be paid in cash at such time as Buyer exercises its option to purchase the subject property.

10. **VENUE AND PARTIES BOUND**

This agreement is made and shall be performable in Harris County, Texas. It is construed and enforced in accordance with the laws of the State of Texas. Its provisions shall extend to and be binding on the heirs and executors, administrators, legal representatives, and assigns of the parties hereto.

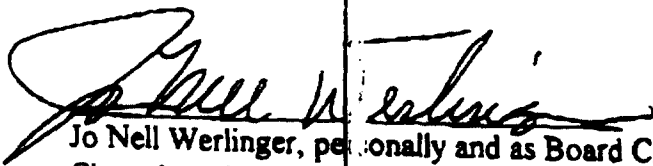
11. **ASSIGNABILITY**

Except as may be prohibited by law, the rights and obligations under this agreement shall be assignable by either party without the consent of the other party provided the party assigning its interest in this agreement shall first give written notice to the other party not less than thirty (30) days prior to such assignment's effective date. However, if this agreement is assigned to a third party by Buyer, Buyer shall not be relieved from any liability hereunder.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this instrument on the day and year first written above.

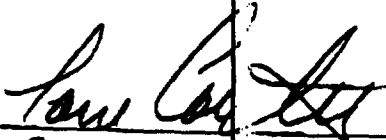


Dale Dacus, as President of Dacus Investment Inc.
and Dacus Land and Cattle Co.



Jo Nell Werlinger, personally and as Board Chairperson
Chameleon Radio Corporation

Chameleon Radio Corp.
Charter # 1346663

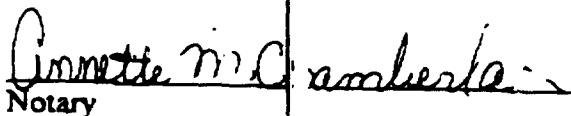


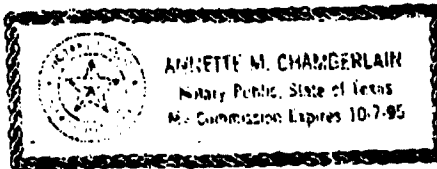
Tom Carter, Broker
Greater Houston, Inc.

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 28 day
of April, 1995

by Annette M. Chamberlain


Notary



LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into by and between CATHRYN LONG CLARK, Independent Executrix of the Estate of John G. Long, Deceased, and JAMES M. ALLEN, Independent Administrator of the Estate of Mary Adams Long, Deceased, hereinafter called "Lessor" and NORTH STAR COMMUNICATIONS, INC., a Texas Corporation, hereinafter called "Lessee".

WITNESSETH:**I.**

Lessor is the owner of that land described in Exhibit A attached hereto such land being hereinafter referred to as the "Leased Premises." There is located on the Leased Premises a radio studio building and transmitter tower (hereinafter referred to as the "Improvements") which have been sold by Bay Broadcasting, Ltd., a Texas limited partnership to Lessee by bill of sale of even date herewith. Neither of such Improvements constitute a part of the Leased Premises. However, this Lease establishes particular obligations of Lessee and rights of Lessor with respect to the Improvements. Lessor hereby leases to Lessee, and Lessee leases from Lessor, the Leased Premises subject to the terms and conditions hereof.

II.

The term of this lease shall commence on the 22nd day of August, 1988, and shall terminate on the 21st day of August, 2013, unless sooner terminated as provided herein.

III.

Lessee shall pay to Lessor as the base rental for the Leased Premises during the term hereof monthly installments of \$625.00 each, on the 1st day of each month during the term hereof commencing on the 1st day of September, 1988. All rental and other amounts of money to be paid by Lessee to Lessor shall be payable in Bay City, Matagorda County, Texas, at such specific address as may be designated by Lessor. The aforesaid base rental amount shall be subject to increase in the event the ad valorem taxes or any special assessments on the Leased Premises shall be increased by

any applicable taxing authority for any period of time above the amount of the ad valorem taxes for the year of 1988. The agreed allocated sum of the ad valorem taxes assessed by all taxing authorities on the Leased Premises for the year of 1988 is \$1,216.90. In the event of any such tax increase or special assessment, Lessor shall give to Lessee written notice of each such increase. The amount of the increase in such taxes and the amount of any special assessment for the year in which such increase in taxes or special assessment becomes initially applicable shall be paid by Lessee to Lessor prior to the end of such year. Thereafter, 1/12 of the amount of each such increase shall be added to each of the subsequent twelve monthly installment payments due hereon for each calendar year or part thereof of the term hereof commencing on the first day of January of the year following each such increase in taxes or special assessment. The aforesaid rental amount shall be in addition to the payment and performance by Lessee of all additional obligations imposed or assumed by it herein.

If the term of this Lease commences on other than the first day of a calendar month, then the installment of base rental for such month shall be prorated and the installment so prorated shall accrue and be paid on the first day of the next calendar month after the lease term commences. The payment for such prorated month shall be calculated by multiplying the rental by a fraction, the numerator of which shall be the number of days of the lease term occurring during said commencement month and the denominator of which shall be the total number of days occurring in said commencement month.

Effective as of the fifth anniversary of the commencement date of the term of this Lease, and on each fifth anniversary date thereafter, the base rental shall be adjusted and each adjustment shall be based on the United States Consumer Price Index for all Urban Consumers (the "CPI-U Indicator") as published bi-monthly, by the Bureau of Labor Statistics, U. S. Department of Labor. Such adjustment shall be determined by dividing the CPI-U Indicator in effect on each fifth anniversary date then in effect by the CPI-U Indicator published five years prior to the subject adjustment date and multiplying the resultant number by the annual base rental amount then in

the lien or any portion of it without inquiry as to its validity. Any amount paid to Lessor to remove a mechanic's lien filed against the Leased Premises, the Improvements or any other property on the Leased Premises, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately upon delivery of written notice, together with interest at the rate of ten percent (10%) per annum until repaid.

VIII.

Lessee shall, at its own expense and cost, keep the Improvements now or hereafter located on the Leased Premises and all appurtenances thereto, including the heating, air conditioning, electrical and plumbing system, in reasonably good repair and safe condition.

IX.

Lessee shall permit and allow Lessor or his representatives in and upon the Leased Premises from time to time to inspect the same and make such repairs to the Improvements as Lessor shall deem necessary for the proper protection and preservation thereof and Lessor's security interest therein, but this provision shall in no event obligate Lessor to make any such repairs, and any damages resulting from a failure to make proper repairs and to keep the Improvements in reasonably good and safe condition shall be the sole liability and obligation of Lessee. In the event Lessor elects to make any such repairs to the Improvements, after having first given to Lessee ten (10) days advance written notice of any deficiency in the Improvements, and Lessee has failed to make such repairs specified by Lessor within such period of time, then the cost and expense of such repairs incurred by Lessor shall thereupon become an obligation of Lessee to Lessor and shall be paid to Lessor, together with interest thereon at the rate of ten percent (10%) per annum within thirty (30) days after written demand therefor.

X.

Lessee acknowledges that it has thoroughly examined the Lease Premises and the Improvements and made an adequate inspection thereof, and therefore accepts the Leased Premises together with the Improvements thereon in the condition in which the same now exist. Therefore, Lessor shall not be liable to Lessee, or any other persons for personal injuries or death or for damage

to property due to any condition of the Leased Premises or to the condition or design or any defect in the Improvements which may exist or subsequently occur; and Lessee, with respect to itself and its agents, employees, servants and invitees, hereby assumes all risk of injuries or death to persons and damage to property, either proximate or remote by reason of the present or future condition of the Leased Premises or the Improvements. Lessee agrees that it will indemnify and hold Lessor harmless of, from, and against all suits, claims, and actions of every kind by reason of any breach, violation, or non-performance of any of the terms or conditions on the part of Lessee hereunder. Additionally, Lessee agrees to indemnify and hold Lessor harmless of, from, and against all claims, actions, damages, liabilities, and expenses asserted against Lessor on account of injuries or death to persons or damage to property when and to the extent that any such damage, injury or death may be caused, either proximate or remote, wholly or in part by any act or omission, whether negligent or not, of Lessee or any of its agents, servants, employees, contractors, patrons or invitees or of any other person entering upon the Leased Premises under or with the express or implied invitation of Lessee, or if any such injury, death or damage may in any way arise from or out of the occupancy or use by Lessee, its agents, employees, and invitees of the Leased Premises.

XI.

Lessee shall deliver to Lessor a waiver of subrogation from each of the insurance companies issuing policies insuring the Improvements and all other property of Lessee which may exist at any time on the Leased Premises. Accordingly, in the event of any damage or destruction to any of Lessee's property on the Leased Premises, it agrees to look solely to its insurance for recovery; and, in behalf of any insurer providing insurance to it with respect to its property on the Leased Premises, it hereby waives any right of subrogation which said insurer may have or acquire against Lessor by virtue of payment of any loss under such insurance.

XII.

Lessee agrees to maintain at its own cost and expense throughout the term hereof public liability and property damage insurance in an amount and with a company reasonably acceptable to Lessor. Such policy shall name Lessor and Lessee as the insureds and shall be non-cancelable with

respect to Lessor except after thirty (30) days advance written notice. A copy of such policy shall be delivered to Lessor.

XIII.

Lessee hereby grants to Lessor a lien and security interest on the Improvements and on all other fixtures and personal property at anytime situated in or upon said Leased Premises to secure the payment of all rentals and other obligations payable and to become payable to Lessor hereunder and to secure the performance of all obligations of Lessee hereunder. This lien shall be cumulative of and in addition to all other express liens and security interests granted by Lessee to Lessor and to the landlord's lien and any and all other liens existing under any statute or law to secure the same, none of said liens being waived.

XIV.

If Lessee should fail to completely vacate the Leased Premises upon the expiration or termination of this lease, then Lessee shall pay as liquidated damages an amount equal to twice the regular monthly installments of rental for each month which it fails to vacate said premises. No holding over by Lessee after the termination or cancellation of this lease shall operate to extend the term of this lease for a period longer than one (1) month.

XV.

Lessee shall be in default under this Lease Agreement upon the occurrence of any one or more of the following events or conditions (herein called "Event of Default"):

A. Failure to pay the full amount of rental or any other payment required hereunder within ten (10) days after written notice of such failure is delivered by Lessor to Lessee; provided, however, that such ten (10) days notice period shall be inapplicable after Lessor has delivered notice of such failure to pay rent or any other payment to Lessee three (3) times during the term of this lease, in which event default hereunder shall occur upon the failure of Lessee to pay the full amount of rental or any other payment on the date required without the necessity of prior notice of such failure having been given to Lessor.

B. The failure of Lessee to perform or comply with any of its other obligations hereunder within thirty (30) days after written notice of such specific failure to perform or to comply having been delivered by Lessor to Lessee.

C. Lessee's dissolution, termination, of existence, insolvency or business failure, or an assignment by Lessee for the benefit of creditors or the commission of act of bankruptcy, or the institution of voluntary or involuntary bankruptcy proceedings, or the taking over of Lessee's leasehold interest in this lease by a receiver for Lessee or the placing of Lessee's leasehold interest in this lease in the custody of any court or an officer or appointee thereof.

XVI.

Upon the occurrence of an Event of Default as set forth in Paragraph XV hereof, Lessor shall be entitled to the following remedies:

A. Lessor may accelerate the rent for the balance of the term hereof and declare the entire amount thereof immediately due and payable.

B. Lessor may elect to terminate this lease.

C. Lessor may elect, without terminating this lease, to terminate Lessee's right to possession of the Leased Premises. In such event, Lessor may rent the Leased Premises or any part thereof to any person or persons at such rental (granting reasonable concessions if necessary) and for such period of time as Lessor determines practicable for the account of Lessee, and credit to Lessee any rental thus received, less the expenses of repossession, preparing the Leased Premises for reletting and the reletting thereof. Lessee shall be liable for any deficiency of such rental below the total rental herein provided for the unexpired balance of the term, and such sum or sums shall be paid by Lessee in monthly installments on the rental payment dates as specified herein. Suits to enforce such liability may be brought by Lessor at any time and from time to time on one or more occasions. Lessor shall in no event be liable for failure to relet the Leased Premises; or if the Leased Premises are reletted for failure to collect the rent under such reletting.

1). Irrespective of whether Lessor elects to terminate this lease or, without terminating the lease, to terminate Lessee's right to possession of the Leased Premises: Lessor may, without additional notice and without court proceedings, re-enter and repossess the Leased Premises and may, at Lessor's option, retain all improvements, other fixtures, and all personal property thereon or Lessor may remove at Lessee's expense all of said improvements, other fixtures and personal property from the Leased Premises, using such force as may be reasonable necessary. Lessee hereby waiving any claim arising by reason of such re-entry, repossession or removal or by reason of issuance of any distress warrant or writ of sequestration and agreeing to hold Lessor harmless of any such claims.

Each right and remedy to which Lessor may be entitled upon the occurrence of an Event of Default, including those expressly set forth herein, those set forth in any other documents executed in connection herewith, and those granted by law, are cumulative; and, upon occurrence of an Event of Default, Lessor may proceed, at his option, with any one or more available remedies with respect to this Lease Agreement. Any act or omission to act by Lessor in connection with any such available remedy or remedies shall not constitute an election of remedy or the waiver or abandonment of any other remedy.

XVII.

Neither the acceptance of rent by Lessor nor the failure by Lessor to complain of any action, non-action or default of Lessee shall constitute a waiver of any of Lessor's rights hereunder. Waiver by Lessor of any right for any default of Lessee shall not constitute a waiver of any right for either a subsequent default of the same obligation or for any other default.

XVIII.

Any notices or communications to be given to either party hereunder shall be given in writing and may be effected by personal delivery or by registered or certified United States mail with postage prepaid as follows:

In the case of Lessor:

Cathryn Long Clark, Executive
Box 690
Van Vleck, Texas 77482

In the case of Lessee:

North Star Communications, Inc.
3900 Essex Lane, Suite 1100
Houston, Texas 77027

Either party hereto may designate by the prescribed written notice to the other a different address with respect to notices to be furnished to such party.

If notice is effected by personal delivery hereunder, the date and hour at which such delivery was effected shall fix the time of giving of notice. In the event notice is effected by registered or certified United States mail hereunder, the date and hour that the envelope (properly addressed, sealed and with postage prepaid) containing such notice is deposited with a registry clerk of any United States Post Office in Matagorda County, Texas shall fix the time of giving of notice.

XIX.

Upon the expiration of the term of this lease, Lessee shall be obligated to remove from the Leased Premises the Improvements and all fixtures and other property thereon unless an Event of Default exists hereunder at such time. If an Event of Default exists then, at Lessor's option, Lessee shall either remove all of the Improvements, fixtures and other property from the Leased Premises, or shall allow all of such Improvements, fixtures and other property to remain on the Leased Premises.

XX.

If any provision of this lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this lease, but such other provisions shall continue in full force and effect.

XXI.

Lessee shall not assign the Leased Premises or any part thereof or mortgage, pledge or create any security interest in its leasehold interest, or grant any concession or licenses within the Leased Premises except under the following conditions:

- A. Delivery of written notice to Lessor of the proposed assignment at or at least thirty (30) days prior to the proposed date thereof, together with the name, address and complete financial statement of the proposed assignee or sub-lessee;

B. The express written assumption by the assignee of the obligations of Lessee herein (but such assumption shall not release Lessee of such obligations)

C. No Event of Default shall exist hereunder, either at the time of delivery of the written notice to Lessor or on the date of the assignment.

Notwithstanding the foregoing, the Lessee shall not be prohibited from subleasing the Leased Premises.

XXII.

The electrical power line providing electricity to the Leased Premises extends from a pole and transformer located on property owned by Lessor which adjoins the Leased Premises. Lessee shall be entitled to continue to receive electrical power at no additional cost other than Lessee's obligation to pay the utility company furnishing electrical power through such means and Lessor agrees to allow such pole, transformer and lines to remain on its adjoining property until such time as electrical power is supplied directly to the Leased Premises.

XXIII.

Lessee shall promptly pay all ad valorem taxes and any special assessments on the improvements and all other fixtures and personal property owned by it which are located on the Leased Premises and shall deliver to Lessor copies of paid receipts prior to delinquency thereof. Should Lessee fail to pay such taxes or special assessments prior to delinquency, Lessor may, at his option, pay such taxes or special assessments and Lessee shall thereupon be obligated to reimburse Lessor within thirty (30) days from written demand for the amount thereof plus interest at the rate of ten percent (10%) per annum from the date of payment by Lessor. Lessee shall be in default hereof in the event it fails to reimburse Lessor as provided above; fails to deliver to Lessor paid receipts for all taxes and any special assessments within thirty (30) days after written demand therefor; or fails to pay all taxes and any special assessments and to delivery to Lessor paid receipts therefor prior to the date of delinquency thereof on three (3) or more occasions during the term hereof.

EXECUTED this 27 day of August, 1988.

Exhibit 4, P. 1

BILL OF SALE AND ASSIGNMENT

LANDRUM ENTERPRISES, INC., a Texas corporation (hereinafter called "Seller"), for and in consideration of that certain Agreement of Purchase and Sale of Assets dated as of March 10, 1995 (the "Purchase Agreement") between Seller and CHAMELEON RADIO CORPORATION, a Texas corporation, (hereinafter called "Buyer"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby BARGAIN, SELL, TRANSFER, ASSIGN and DELIVER unto Buyer the following described property, to wit (certain terms used but not defined herein shall have the meanings set forth in the Purchase Agreement):

(a) All of the personal property, equipment, office machines, supplies, materials, furniture, fixtures, antennae, transmitting, broadcasting and receiving facilities and equipment, control room facilities and equipment, generators and amplifiers, and all other tangible personal property of every kind and character owned by Seller and used in or in connection with the Station or the operation thereof, situated in Matagorda County, Texas, including, without limitation, the property set forth and described on Exhibit 1.1A attached hereto (which said Exhibit and all Exhibits hereafter referred to are by such attachment and reference incorporated herein and made a part hereof for all purposes);

(b) All rights, licenses, permits and authorizations issued by any regulatory agency (including, without limitation, the FCC), service marks, copyrights, franchises, and other intangible personal property of the Seller of whatsoever kind and character which are used or useful in or in connection with the operation of the Station, including, without limitation, all business, goodwill, licenses, authorizations and applications listed or referenced on Exhibit 1.1B annexed hereto, but excluding the right to use the call letters of the Station;

(c) All radio time and advertising agreements and all of those certain agreements, arrangements, commitments and understandings, written or oral, expressed or implied, material to the Station or to the operation thereof, to which Seller is a party or by which the Assets are bound which agreements, arrangements, commitments and understandings are